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4 UNITED STATES DISTRICT COURT  
5 NORTHERN DISTRICT OF CALIFORNIA  
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9 WESTERN REGIONAL ADVOCACY  
10 PROJECT, *et al.*,

11 Plaintiffs,

12 v.

13 MAYOR GAVIN NEWSOM, *et al.*,

14 Defendants.  
15  
16

Case No.: C 08-4087 MMC

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT  
AGREEMENT**

Judge: Hon. Maxine M. Chesney

17 The above-captioned action pending before this Court is brought as a class action. The  
18 parties previously applied to the Court jointly for an order preliminarily approving the settlement  
19 of this action in accord with the Settlement Agreement (“Agreement”), which sets forth the terms  
20 and conditions of a proposed settlement of the action. On June 2, 2010, this Court granted  
21 preliminary approval of the settlement. *See* Docket No. 93.

22 This matter came for hearing before this Court on August 13, 2010, and the Court has  
23 read and considered the Agreement and the materials filed by the parties in support of final  
24 approval. Based on the papers filed and the proceedings had herein, and good cause appearing  
25 therefor, it is

26 ORDERED, ADJUDGED, AND DECREED THAT:

- 27 1. All terms used herein shall have the same meaning as defined in the Agreement.  
28

1           2.       This Court has jurisdiction over the subject matter of this litigation and over all  
2 parties to this litigation, including all settlement class members.

3           3.       The settlement class as defined in the Agreement is properly certified as a  
4 settlement class pursuant to the standards set forth in Rule 23 of the Federal Rules of Civil  
5 Procedure.

6           4.       Notice of the settlement as set forth in the Agreement has been provided in  
7 accordance with the order granting preliminary approval, including published notice, notice on  
8 the internet, and posted notice in places likely to reach class members. The notice was also made  
9 available in English, Spanish, and large print upon request. This notice was the best practicable  
10 under the circumstances.

11          5.       The notice as distributed provided due and adequate notice of the proceedings and  
12 of the matters set forth therein, including the Agreement, to all persons entitled to such notice,  
13 and the notice fully satisfied the requirements of due process.

14          6.       No settlement class member objected to the Agreement. The concerns and  
15 questions regarding the Agreement raised by class members who did not formally object have  
16 been adequately addressed by counsel for the parties.

17          7.       This Court hereby approves the Agreement and finds that it is, in all respects, fair,  
18 adequate and reasonable. This Court further finds that the Agreement has been reached as a  
19 result of intensive, serious, and non-collusive arms-length negotiations between the parties, with  
20 the assistance of the Court. The Court further finds that counsel for the parties are able to  
21 reasonably evaluate their respective positions. The Court also finds that settlement at this time  
22 will avoid additional substantial costs, as well as avoid the delay and risks that would be  
23 presented by the further prosecution of the claims covered by the Agreement. The Court has  
24 reviewed the relief granted as part of the Agreement and recognizes the significant value to the  
25 class of the injunctive relief provided by the settlement.

26          8.       The Court hereby grants final approval of the settlement. As of the Effective  
27 Date, each and every released claim of each and every settlement class member is and shall be  
28 deemed to be conclusively released as against all Defendants. All settlement class members as

1 of the Effective Date are barred and enjoined from prosecuting the released claims, as provided  
2 in Section IV.I of the Agreement.

3 9. The Court hereby approves the settlement of Class Counsel's claim for reasonable  
4 attorneys' fees and costs, as stated in Section IV.L.2 of the Agreement, in the amount of  
5 \$135,000 for work performed through Final Approval. Information regarding the amount of fees  
6 and costs to be paid to Class Counsel was included in the notice distributed to the class, and no  
7 objection from any party or class member has been received regarding payment of such fees and  
8 costs. The Court finds that this sum is reasonable in light of the efforts undertaken by Class  
9 Counsel in this action. The Court also approves the availability of fees and costs related to  
10 dispute resolution after Final Approval, as set forth in Section IV.L.4 of the Agreement.

11 10. The Court directs all parties to take all necessary steps to effectuate the  
12 Agreement according to its terms.

13 11. In accordance with the terms of the Agreement, this Court shall retain jurisdiction  
14 to enforce the Agreement and to resolve any disputes that may arise under the terms of the  
15 Agreement in accordance with Section IV.L of the Agreement.

16  
17 **IT IS SO ORDERED.**

18  
19 DATED: August 13, 2010

  
HON. MAXINE M. CHESNEY  
UNITED STATES DISTRICT COURT JUDGE